

130326 02/23/2014



Tax Information

LOCATION : 1515 W ACADEMY ST
PID # : 130326
PIN # : 2589470926
NBHD # : CV002
NBHD NAME : INDUSTRIAL CHERRYVILLE
TOWNSHIP : CHERRYVILLE TOWNSHIP
OWNER ID # : 00614758
CURRENT OWNER 1 : TRAVIS KNITS INC
CURRENT OWNER 2 :
MAILING ADDRESS : ATTN:ACCOUNTS
 PAYABLE PO BOX 190
CITY : LINCOLNTON
STATE : NC **ZIP :** 28093
JAN1 OWNER 1 : TRAVIS KNITS INC
JAN1 OWNER 2 :

Tax Information

DEED TYPE : WD
DEED BK : 2211 **PG :** 0218
DEED RECORDING DATE : 09/29/1992
SALES AMOUNT : \$0

PLAT BK : PG :
LEGAL DESC 1 :
LEGAL DESC 2 :
STRUCTURE TYPE : INDUSTRIAL
YEAR BUILT : 1971
SQUARE FOOTAGE : 196500
BASEMENT : No
BEDROOMS : 0 **# BATHS :** 0
MULTI-STRUCTURES : NO
ACREAGE : 12.13
TAX DISTRICT : CHERRYVILLE CITY
VOLUNTARY AG DISTRICT : NO

MARKET LAND VALUE : \$128,020
MARKET IMPV. VALUE : \$557,979
MARKET VALUE : \$685,999
FARM DISCOUNT : NO
TAXABLE VALUE : \$685,999

School Information

ELEMENTARY : CHERRYVILLE
 ELEMENTARY K-3, W. BEAM
 INTERMEDIATE 4-5
MIDDLE : CHERRYVILLE - JOHN CHAVIS
HIGH : CHERRYVILLE

Election Information

PRECINCT NAME : CHERRYVILLE III
POLLING PLACE : FIRST PRESBYTERIAN
 CHURCH FELLOWSHIP HALL
POLLING ADDRESS : 107 W. ACADEMY
 STREET
WARD # : 2
CONGRESS REPRESENTATIVE :
 MEMBER PATRICK MCHENRY
CONGRESSIONAL DISTRICT : 10
HOUSE REPRESENTATIVE :
 REPRESENTATIVE KELLY E. HASTINGS
 (REP)
HOUSE DISTRICT : 110
SENATOR : SENATOR KATHY
 HARRINGTON (REP)
SENATE DISTRICT : 43

Parcel Information

POLICE DISTRICT : CHERRYVILLE
FIRE DISTRICT : CHERRYVILLE
EMS RESCUE : CHERRYVILLE RESCUE
STATION # : GEMS STATION 6
FLOOD :
CENSUS TRACT : 030700

Printed On: 3/3/2016

Disclaimer: The information provided is not to be considered as a Legal Document or Description. The Map & Parcel Data is believed to be accurate, but Gaston County does not guarantee its accuracy. **Values shown are as of January 1, 2015.**



Gaston County GIS

Deed History For Parcel : 130326

DISCLAIMER : This is a product of the Gaston County GIS. The data depicted here has been developed with extensive cooperation from other county departments, as well as other federal, state and local governments' agencies. Gaston County expressly disclaims responsibility for damages or liability that may arise from the use of this data.

*** QUALIFY CODE:** The codes shown are only used for internal Tax Office analysis and for providing information to the NC Dept. of Revenue. Users should use all sources of information, including a review of the deed document to determine the suitability of the information for their specific purpose.

**** INDICATED SALES AMOUNT:** This is a calculation of the indicated sales consideration as reflected by the excise stamps affixed to the deed document. The excise tax is imposed by State law. Users should review the deed document to determine the sales amount.

Qualify Code Descriptions

Parcel Number	Date Sold	Deed Name	Deed Book	Deed Page	Qualify Code*	Instrument Type	Indicated Sales Amount**
130326	09/29/1992	TRAVIS KNITS INC	2211	0218	D	WD	\$0.00
130326	09/29/1992	TRAVIS KNITS INC	2211	0218	6	CMB	\$0.00
130326	09/26/1991	TRAVIS KNITS INC	2129	0532	U	WD	\$0.00
130326	00/00/0000		2129	0532	X		\$0.00
130326	12/01/1981	MOHICAN MILLS INC	1386	0440	U	WD	\$660,500.00



Gaston County GIS

Building Summary For Parcel : 130326

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Structure Type	Year Built	Square Footage	Number of Bedrooms	Number of Baths	Assessed Value	Percent Complete
INDUSTRIAL	1971	196500.00	0	0.0	\$518,250.00	100%
Paving Asph	1973	0.00	0	0.0	\$30,375.00	100%
Fence-Chain Link	1973	0.00	0	0.0	\$5,600.00	100%
(FORMER) BOILER ROOM	1973	0.00	0	0.0	\$2,430.00	100%
CHEMICAL STORAGE	1971	0.00	0	0.0	\$851.00	100%
Tank/General	1977	0.00	0	0.0	\$473.00	100%

DEED EDIT SHEET

CODE REASONS FOR REJECTION:

- A. The transaction includes the conveyance of two (2) or more parcels.
- B. Sales for which the improvements sold are not included in the tax assessment or the assessment included improvements built after the sale.
- C. Deed shows \$6.00* or less in revenue stamps. "Transaction is for \$3,000 or less.
- D. The date the deed was made, entered or notarized is outside the dates of the study period. (The study period runs from January 1 to December 31.)
- E. The transaction is between relatives or related businesses.
- F. The grantor is only conveying an undivided or fractional interest to the grantee.
- G. The deed reserves until the grantor, a life estate or some other interest.
- H. The deed reserves unto the grantor the possession of, or lease of, the property for specified period following the sale.
- I. One or both of the parties involved in the transaction is governmental, a public utility, lending institution, or a relocation firm.
- J. The deed conveys a cemetery **lot** or other tax exempt property.
- K. One or both of the parties involved in the transaction is a church, school, lodge, or some other educational organization.
- M. The deed indicates that the property conveyed is situated in more than one county.
- N. The transaction is for minerals, timber, etc. or the rights to mine or cut same.
- O.** The transaction includes the conveyance of personal property, and the value of such is not specified separate from the real property value in the deed.
- P. The transaction is the result of a forced sale or auction.
- Q. Transaction made by the use of a Contract for Deed, the agreement for which is executed and sale actually made prior to the study.
- R. The transaction involves the trade or exchange of real property.
- S. The transaction is for real property which cannot be clearly identified on the county tax records.
- X. Other (An explanation must be provided when this code is used.)

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DRAWN BY:
WM. J. ALLMAN, JR.
ATTORNEY AT LAW
CHERRYVILLE, N. C.

Mail to _____ NAME _____ STREET AND NUMBER _____ CITY _____ STATE _____

NORTH CAROLINA, GASTON COUNTY

THIS DEED, Made this 11th day of November, A. D. 1970, byClara Adele Self Andrews et vir, W. B. Andrews andWilliam Lester Self Andrews et ux, Marjorie H. Andrews

of Gaston County and State of North Carolina, parties of the first part, to

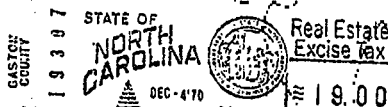
LEMAC, INC.of Gaston County and State of North Carolina, part Y of the second part.WITNESSETH, That said part 1st of the first part, in consideration of

Ten Dollars and other valuable consideration _____ Dollars
to them _____ paid by said part Y of the second part, the receipt of which is hereby acknowledged, have bargained and
sold, and by these presents do _____ grant, bargain, sell and convey to said part Y of the second part, its _____ and
assigns certain lot _____, tract _____, or parcel _____ of land in _____ Cherryville _____ township, Gaston County, State of North
Carolina, adjoining the lands of _____
and others and bounded as follows, viz:

Located, lying and being in the City of Cherryville, Cherryville Township,
County and State aforesaid, bounded now or formerly on the North by West
Academy Street Extension (40 feet in width), on the East by William Lester
Self Andrews, on the South by Carroll lands, and on the West by Jakbee, Inc.,
more particularly described according to survey and plat of Hoke S. Heavner,
Registered Surveyor, dated November 3, 1970, as follows:

BEGINNING at an iron stake in Carroll line, control corner and southeast corner
of Jakbee, Inc., and runs thence with common line of Carroll and William Lester
Self Andrews North 77 degrees 40 minutes East 975.0 feet to an iron stake, a
new corner with William Lester Self Andrews; thence a new line North 18 degrees
West 518.0 feet, more or less, to an iron pin in the southern margin of West
Academy Street Extension, a new corner with William Lester Self Andrews; thence
with the southern margin of West Academy Street Extension South 71 degrees West
975.0 feet to an iron pin, northeast corner of Jakbee, Inc.; thence with eastern
line of Jakbee, Inc. South 19 degrees East 378.0 feet to the Beginning, containing
10.0 acres, more or less, the same being a part of and carved from the William
Lester Self lands.

For title reference see Book 936, page 111 and Book _____ Page _____ in _____
Public Registry of Gaston County, North Carolina.



The above land was conveyed to grantor _____ by _____ See Book _____ Page _____
TO HAVE AND TO HOLD the aforesaid lot _____, tract _____, or parcels _____ of land, and all privileges and appurtenances there-
to belonging to the said part Y of the second part, its _____ and assigns, to their only use and behoof forever.
And the said parties of the first part, for themselves and their heirs, executors and administrators covenant _____
with said part Y of the second part, its _____ and assigns that _____ they are _____ seized of said premises in fee and have
a right to convey in fee simple that the same are free and clear from all encumbrances and that _____ they do _____ hereby
forever warrant and will forever defend the said title to the same against the lawful claims of all persons whomsoever _____

IN TESTIMONY WHEREOF, the said parties of the first part, have hereunto set _____ their hand and seal _____,
the day and year above written.

Clara Adele Self Andrews (SEAL)
W. B. Andrews (SEAL)

William Lester Self Andrews (SEAL)
Marjorie H. Andrews (SEAL)

STATE OF Mississippi COUNTY Okfuskee

I, _____, a Notary Public, do hereby certify that

William Lester Self Andrews et ux, Marjorie H. Andrews

personally appeared before me this day and acknowledged the due execution of the annexed deed of conveyance.

Witness my hand and notarial seal, this 11th day of Nov November, 1970

(PLACE N. P. SEAL HERE)

My commission expires _____ My Commission Expires _____

NOTARY PUBLIC

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STATE OF MISSISSIPPI, OKTIBBEHA COUNTY.

I, Glenn, a Notary Public, do hereby certify that Clara Adela Self Andrews et vir, W. B. Andrews personally appeared before me this day and acknowledged the due execution of the annexed deed of conveyance.

Witness my hand and notarial seal, this 14th day of January, A. D. 1970.

My Commission Expires June 11, 1972

Notary Public

(Seal)

My commission expires:

NORTH CAROLINA
GASTON COUNTYThe foregoing certificate of J. Cooper

and

Notary Public of Okfuskee County, State of North Carolina, are certified to be correct. This instrument was presented for registration this 4th day of November, 1970, at 2:28 o'clock P. M., and duly recorded in the office of the Register of Deeds of Gaston County, North Carolina, in Book 1044 Page 878.

This 4th day of November, 1970

Charles B. Mendenhall By: James B. Moore
Register of Deeds, Gaston County, N. C. Assistant Deputy

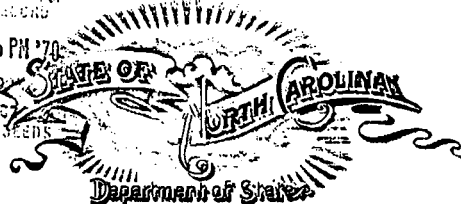
MAIL TO: James C. Mendenhall P.O. Box 697 Clingman, N.C. 28021	William Lester Andrews and Clara Adela Self Andrews et al	
	TO TSMAC, INC.	
Recorded in Book _____ Page _____	LAW OFFICES Wm. J. ALMAN, JR. LAW BUILDING CHERRYVILLE, NORTH CAROLINA 28021	



GASTON COUNTY
FILED FOR RECORD

DEC 4 2 29 PM '70

RECORDED
22 PAGE
REGISTER OF SEEDS



To all to whom these presents shall come, Greeting:

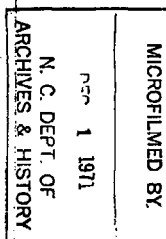
I, Chad Eure, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached (Three (3) sheets) to be a true copy of

ARTICLES OF INCORPORATION
OF
LEMAQ, INC.

and the probates thereon, the original of which was filed in this office on the 23rd day of November 19 70, after having been found to conform to law.

In Witness Whereof, I have hereunto set my hand and affixed my official seal.

Done in Office, at Raleigh, this 23rd day of November in the year of our Lord 19 70



Secretary of State
By Chad Eure
Deputy Secretary of State

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FILED
Nov 23 10 42 AM 1970
THAD EURE
SECRETARY OF STATE
NORTH CAROLINA

155277

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ARTICLES OF INCORPORATION

OF

LEMAG, INC.

We, the undersigned natural persons of the age of twenty-one years or more, do make and acknowledge these Articles of Incorporation for the purpose of forming a business corporation under and by virtue of the laws of the State of North Carolina:

1. The name of the corporation is LEMAG, INC.
2. The period of duration of the Corporation is perpetual.
3. The purposes for which the Corporation is organized are:
 - (a) To engage in the leasing of real property; and
 - (b) To engage in any other lawful activities, including, but not limited to, constructing, manufacturing, raising or otherwise producing, and repairing, servicing, storing or otherwise caring for any type of structure, commodity, or livestock whatsoever; processing, selling, brokering, factoring, distributing, lending, borrowing or investing in any type of property whether real or personal, tangible or intangible; extracting and processing natural resources; transporting freight or passengers by land, sea or air; collecting and disseminating information or advertisement through any medium whatsoever; performing personal services of any nature; and entering into or serving in any type of management, investigative, advisory, promotional, protective, insurance, guarantyship, suretyship, fiduciary or representative capacity or relationship for any persons or corporations whatsoever.
4. The corporation shall have authority to issue One Hundred Thousand (100,000) shares with a par value of One Dollar (\$1.00) per share.

5. The minimum amount of consideration to be received by the corporation for its shares before it shall commence business is One Dollar (\$1.00) in cash or property of equivalent value.

6. The shareholders of the corporation shall have no pre-emptive right to acquire additional or treasury shares of the corporation.

7. The address of the initial registered office of the corporation in the State of North Carolina is Post Office Box 248, Cherryville, Gaston County, North Carolina; and the name of its initial registered agent at such address is John M. Fraley.

8. The number of directors constituting the initial board of directors shall be four (4); and the names and addresses of the persons who are to serve as directors until the first meeting of shareholders, or until their successors be elected and qualify, are:

Name	Address
John L. Fraley	Farris Drive, Cherryville, North Carolina
Margaret S. Fraley	Farris Drive, Cherryville, North Carolina
C. G. Beam	Sunbeam Farm Road, Cherryville, North Carolina
Lena Sue Beam	Sunbeam Farm Road, Cherryville, North Carolina

9. The names and addresses of the incorporators are:

Name	Address
John L. Fraley	Farris Drive, Cherryville, North Carolina
Margaret S. Fraley	Farris Drive, Cherryville, North Carolina
C. G. Beam	Sunbeam Farm Road, Cherryville, North Carolina
Lena Sue Beam	Sunbeam Farm Road, Cherryville, North Carolina

IN WITNESS WHEREOF, we have hereunto set our hands this 20th day of November, 1970.

John L. Fraley
John L. Fraley

Margaret S. Fraley
Margaret S. Fraley

C. G. Beam
C. G. Beam

Lena Sue Beam
Lena Sue Beam

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STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Sander Blanton, a Notary Public, do hereby certify
that John L. Fraley, Margaret S. Fraley, C. G. Beam and Lena Sue Beam
personally appeared before me this 20th day of November, 1970 and acknow-
ledged the due execution of the foregoing Articles of Incorporation.

Sander Blanton
Notary Public

My Commission Expires: September 9, 1974



Filed for record at 2:29 P.M.
on the 4th day of December 1970
and Recorded and Verified in the Office of the Register
of Deeds of Gaston County, N.C.

This 4th day of December 1970
In Book 22 Page 1

Gloria B. Musard
Register of Deeds
By: Betty A. Morris
Deputy

GASTON COUNTY, N.C.
 PUBLIC RECORDS
 MAR 26 8 41 AM '71

MEMORANDUM OF LEASE RECORDED IN

BOOK PAGE
 REGISTERED OFFICE

AGREEMENT, made as of the 1st day of December, 1970,
 between LEMAG, INC., a North Carolina corporation, of Cherry-
 ville, North Carolina and KNITRONIC KNITTING MILLS, INC., a
 North Carolina corporation of Lincolnton, North Carolina.

R E C I T A L S :

Reference is made to the lease executed as of December 1,
 1970 and acknowledged on the 1st day of December, 1970 by
 KNITRONIC KNITTING MILLS, INC. and on the 25th day of November,
 1970 by LEMAG, INC., pursuant to which LEMAG, INC. leased to
 KNITRONIC KNITTING MILLS, INC. the premises described in said
 lease as follows:

Located and lying and being in the City of Cherryville, Cherryville
 Township, County and State aforesaid bounded now or formerly on
 the North by West Academy Street Extension (40 feet in width), on
 the East by William Lester Self Andrews, on the South by Carroll
 lands and on the West by Jakbee, Inc., more particularly described
 according to survey and plat of Hoke S. Heaven, Registered Sur-
 veyor, dated November 3, 1970, as follows:

Beginning at an iron stake in Carroll line, control corner and south-
 east corner of Jakbee, Inc., and run thence with common line of
 Carroll and William Lester Self Andrews North 77 degrees 40
 minutes East 975.0 feet to an iron stake, a new corner with William
 Lester Self Andrews; thence a new line North 18 degrees West 518.0
 feet, more or less, to an iron pin in the southern margin of West
 Academy Street Extension, a new corner with William Lester Self
 Andrews; thence with the southern margin of West Academy Street
 Extension South 71 degrees West 975.0 feet to an iron pin, north-
 east corner of Jakbee, Inc.; thence with Eastern line of Jakbee, Inc.
 South 19 degrees East 378.0 feet to the BEGINNING, containing 10.0
 acres, more or less, the same being a part of and carved from the
 William Lester Self lands.

For title reference see Book 938, page 111, and Book _____, page _____
 in the Public Registry of Gaston County, North Carolina.

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for release from this Memorandum and this lease Agreement dated December 1, 1970, see Book 1070, pg. 534
 See also from this Memorandum and the lease Agreement dated Dec 1, 1970 pg. 482 and
 see Book 1068, pg. 633

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The initial term of the lease is for ten (10) years commencing at the earliest of the following dates:

- (a) Two (2) weeks after notice of issuance of a Certificate of Occupancy for the premises and delivery of a copy thereof to KNITRONIC KNITTING MILLS, INC..
- (b) The date upon which KNITRONIC KNITTING MILLS, INC. commences doing business in the building to be erected.

KNITRONIC KNITTING MILLS, INC., successors or assigns, has the right to extend the term of the lease for an additional ten (10) year term. Such renewal privilege may be exercised by giving notice of its intentions to renew at least one (1) year prior to the expiration of the initial term.

KNITRONIC KNITTING MILLS, INC., successors or assigns is given the option to purchase the premises at any time after the end of the first five (5) years of the lease by giving ninety (90) days prior notice of its intention to exercise the said option to purchase and otherwise complying with the provisions of Paragraph "9" and "10" of the said lease.

The lease contains provisions, among other things, for security to be deposited by KNITRONIC KNITTING MILLS, INC. and for the non-disturbance of KNITRONIC KNITTING MILLS, INC. by any mortgage holder with a superior lien as set forth in

Paragraph 5(a) of the lease.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement, as of the day and year first above written.

Attest:

LEMAG, INC.

Calvin E. Hopper
Secretary

By: John L. Fraley
President

Attest:

KNITRONIC KNITTING MILLS, INC.

Joseph W. Wheeler
Secretary

By: Robert E. Collins

STATE OF NORTH CAROLINA
COUNTY OF GASTON

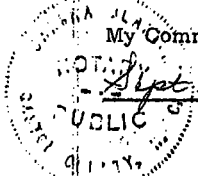
This 24th day of March, 1974 personally came before me
John L. Fraley who being by me duly sworn, says
that he is _____ President of Lemag, Inc., and
that the seal affixed to the foregoing agreement in writing is the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given.
And the said John L. Fraley acknowledged the said writing to be the act and deed of said corporation.

(Official Seal)

My Commission Expires:

Sept. 9, 1974

Landis Blanton
Notary Public



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STATE OF NEW YORKCOUNTY OF NEW YORK

This 12th day of MARCH, 1971 personally came before me ROBERT K COLLINS, who being by me duly sworn, says that he is me, President of Knitroniq, Inc., and that the seal affixed to the foregoing agreement in writing is the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said ROBERT E COLLINS acknowledged the said writing to be the act and deed of said corporation.



Official Seal)

My Commission Expires:

IRVING DIAMOND
NOTARY PUBLIC, State of New York
No. 60-084273
Qualified in Westchester County
Commission Expires March 30, 1971

Notary Public

NORTH CAROLINA
GASTON COUNTY

② The foregoing certificate of Sandra B. Blanton, Notary Public, Gaston Co., N.C. and Irving Diamond, Notary Public of New York County, State of New York, are certified to be correct. This instrument was presented for registration this 26th day of March, 1971, at 8:41 o'clock A.M., and duly recorded in the office of the Register of Deeds of Gaston County, North Carolina, in Book 1052 at page 553.
This 26 day of March, 1971.
Blonia B. Muscad By: Betty D. Morris
Register of Deeds, Gaston County, N.C. Assistant/Deputy

DEED BOOK 1070 PAGE 646

GASTON COUNTY, N.C.
FILED FOR RECORD

DEC 30 9 08 AM '71

MEMORANDUM OF LEASE

RECORDED IN

BOOK PAGE
REGISTERED

AGREEMENT, made as of the 4th day of August, 1971, between LEMAG, INC., a North Carolina corporation, of Cherryville, North Carolina, and KNITRONIC KNITTING MILLS, INC., a North Carolina corporation of Lincolnton, North Carolina,

R E C I T A L S:

Reference is made to the lease executed as of August 4, 1971 and acknowledged on the 4th day of August, 1971 by LEMAG, INC., and on the 9th day of August, 1971 by KNITRONIC KNITTING MILLS, INC., pursuant to which LEMAG, INC. leased to KNITRONIC KNITTING MILLS, INC. the premises described in said lease as follows:

Located, lying and being in the City of Cherryville, Cherryville Township, County and State aforesaid, bounded now or formerly on the North by West Academy Street Extension (40 feet in width), on the East by William Lester Self Andrews, on the South by Carroll lands, and on the West by Jakbee, Inc. more particularly described according to survey and plat of Hoke S. Heavner, Registered Surveyor, dated November 3, 1970 and revised June 8, 1971, as follows:

Beginning at an iron stake in the southern margin of West Academy Street, said point being the northeast corner of Jakbee, Inc.; runs thence South 19 degrees 0 minutes East 378 feet to a control iron in the north line of the Carroll property; runs thence North 77 degrees 40 minutes East 545 feet to a point; thence a new line North 19 degrees 0 minutes West 457 feet to a point in the southern margin of West Academy Street; thence with West Academy Street South 71 degrees 0 minutes West 543 feet to the point and place of beginning and containing 5.18 acres according to a map and survey of Hoke S. Heavner, Registered Surveyor dated November 3, 1970 and revised June 8, 1971.

For title reference see Book 936, page 111 and Book _____, page _____, in the Public Registry of Gaston County, North Carolina.

The initial term of the lease is for ten (10) years commencing at the earliest of the following dates:

(a) Two (2) weeks after notice of issuance of a Certificate of Occupancy for the premises and delivery of a copy thereof to KNITRONIC KNITTING MILLS, INC..

(b) The date upon which KNITRONIC KNITTING MILLS, INC. commences doing business in the building to be erected.

KNITRONIC KNITTING MILLS, INC., successors or assigns, has the right to extend the term of the lease for an additional ten (10) year term. Such renewal privilege may be exercised by giving notice of its intentions to renew at least one (1) year prior to the expiration of the initial term.

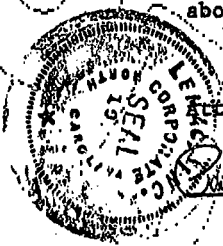
KNITRONIC KNITTING MILLS, INC., successors or assigns, is given the option to purchase the premises at any time after the end of the first five (5) years of the lease by giving ninety (90) days prior notice of its intention to exercise the said option to purchase and otherwise complying with the provisions of Paragraph "9" and "10" of the said lease.

The lease contains provisions, among other things, for security to be deposited by KNITRONIC KNITTING MILLS, INC. and for the non-disturbance of KNITRONIC KNITTING MILLS, INC. by any mortgage holder with a superior lien as set forth in Paragraph 5(a) of the lease.

IN WITNESS WHEREOF, the parties hereto have duly

DEED BOOK 1070 PAGE 648

executed this agreement, as of the day and year first
above written.



Attest:

Delmer E. Hoffelt

LEMAG, INC.

By

John L. Fralery
President

KNITRONIC KNITTING MILLS, INC.

By

Robert E. Green
President



Attest:

Robert E. Green

STATE OF NORTH CAROLINA
COUNTY OF GASTON

This 22nd day of August, 1971,
before me personally came John L. Fralery,
who being by me duly sworn, says that he is
President of Lemag, Inc., and that the seal affixed to the
foregoing agreement in writing is the corporate seal of
said company, and that said writing was signed and sealed
by him in behalf of said corporation by its authority duly
given. And the said John L. Fralery acknowledged the said
writing to be the act and deed of said corporation.



(Official Seal)

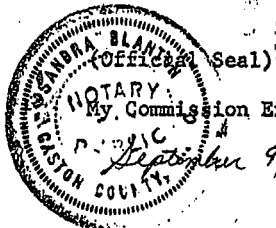
My Commission Expires:

3, 1976

Bill Mauney
Notary Public

STATE OF North Carolina
COUNTY OF Gaston

This 23rd day of August, 1971, personally came before me Robert E. Collins, who being by me duly sworn, says that he is the _____ President of Knipronic Knitting Mills, Inc., and that the seal affixed to the foregoing agreement in writing in the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Robert E. Collins acknowledged the said writing to be the act and deed of said corporation.



Sandra Blanton
Notary Public

NORTH CAROLINA
GASTON COUNTY

3)

The foregoing certificate of Bill Mauney Hayes and Sandra Blanton

Notaries Public of Gaston County, State of North Carolina, are certified to be correct. This instrument was presented for registration this 302 day of Dec., 1971, at 9:08 o'clock A.M. and duly recorded in the office of the Register of Deeds of Gaston County, North Carolina, in Book 1070 at Page 646.

This 30 day of December, 1971.
Glenn B. Musard By: Betty A. Morris
Register of Deeds, Gaston County, N. C. Assistant Deputy

DEED 1070 PAGE 649
BOOK

DEED BOOK 1.104 PAGE 310

FILED
BOOK PAGE

FEB 15 10 11 AM '73

GLORIA D. MUSARD
REGISTER OF DEEDS
CASTLEBERRY, N.C.MEMORANDUM OF LEASE

AGREEMENT, made as of the 18th day of December, 1972,
between LEMAG, INC., a North Carolina corporation, of Cherry-
ville, North Carolina, and KNITRONIC KNITTING MILLS, INC.,
a North Carolina corporation, of Cherryville, North Carolina,

R E C I T A L S:

Reference is made to the lease executed as of December
18, 1972, by LEMAG, INC., and acknowledged on the 3rd day of
January, 1973, by LEMAG, INC., and on the 18th day of De-
cember, 1972, by KNITRONIC KNITTING MILLS, INC., pursuant to
which LEMAG, INC. leased to KNITRONIC KNITTING MILLS, INC.
the premises described in said lease as follows:

Located, lying and being in the City of Cherryville,
Cherryville Township, County and State aforesaid,
bounded now or formerly on the North by West Academy
Street Extension (40 feet in width), on the East by
William Lester Self Andrews, on the South by Carroll
lands, and on the West by Jakbee, Inc. more particu-
larly described according to survey and plat of Hoke
S. Heavner, Registered Surveyor, dated November 3, 1970
as follows:

Beginning at an iron stake in Carroll line, control
corner and southeast corner of Jakbee, Inc., runs
thence with common line of Carroll and William Lester Self
Andrews North 77 degrees 40 minutes East 975.0 feet
to an iron stake, a new corner with William Lester
Self Andrews: thence a new line North 18 degrees
West 518.0 feet more or less, to an iron pin in the
southern margin of West Academy Street Extension; a
new corner with William Lester Self Andrews; thence
with the Southern margin of West Academy Street Ex-
tension South 71 degrees West 975.0 feet to an iron
pin, northeast corner of Jakbee, Inc.; thence with
the eastern line of Jakbee, Inc. South 19 degrees
East 378.0 feet to the Beginning, containing 10.0
acres, more or less, the same being a part of and
carved from the William Lester Self lands.

For title reference see Book 936, page 111 and Book _____, page _____ in the Public Registry of Gaston County, North Carolina.

The initial term of the lease is twelve (12) years commencing at the earliest of the following dates:

(a) Two (2) weeks after notice of issuance of a Certificate of Occupancy for the premises and delivery of a copy thereof to KNITRONIC KNITTING MILLS, INC..

(b) The date upon which KNITRONIC KNITTING MILLS, INC. commences doing business in the building to be erected.

KNITRONIC KNITTING MILLS, INC., successors or assigns, has the right to extend the term of the lease for an additional ten (10) year term. Such renewal privilege may be exercised by giving notice of its intentions to renew at least one (1) year prior to the expiration of the initial term.

KNITRONIC KNITTING MILLS, INC., successors or assigns, is given the option to purchase the premises at any time after the end of the first six (6) years of the lease by giving ninety (90) days prior notice of its intention to exercise the said option to purchase and otherwise complying with the provisions of Paragraphs "9" and "10" of the said lease.

The lease contains provisions, among other things, for the non-disturbance of KNITRONIC KNITTING MILLS, INC. by any mortgage holder with a superior lien as set forth in Paragraph "5.1" of the lease and that upon commencement of the term of this lease, the leases between the same parties dated December 1, 1970 and August 4, 1971 shall become null and void, as set forth in paragraph "6.2".

DEED 1104 PAGE 312
BOOK

IN WITNESS WHEREOF, the parties hereto have duly
executed this agreement, as of the day and year first
above written.

LEMAG, INC.

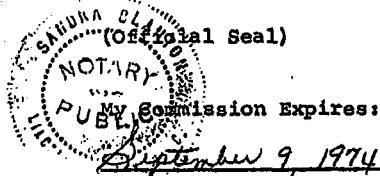
By John L. Fraley
President

KNITRONIC KNITTING MILLS, INC.

By Dieter Strohacker
President

STATE OF NORTH CAROLINA
COUNTY OF GASTON

This 3rd day of January, 1973, before me
personally came JOHN L. FRALEY, who being by me duly sworn,
says that he is President of Lemag, Inc., and that the seal
affixed to the foregoing agreement in writing is the corpor-
ate seal of said company, and that said writing was signed
and sealed by him in behalf of said corporation by its auth-
ority duly given. And the said John L. Fraley acknowledged
the said writing to be the act and deed of said corporation.



Sandra Blanton
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF GASTON

This 1 day of Feb., 1973, before me
personally came DIETER STROHACKER, who being by me duly
sworn, says that he is President of Knitronic Knitting
Mills, Inc., and that the seal affixed to the foregoing

agreement in writing is the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Dieter Strohacker acknowledged the said writing to be the act and deed of said corporation.

John Reinhardt
Notary Public



(Official Seal)

My Commission Expires:

April 5, 1977

(2) NORTH CAROLINA
GASTON COUNTY

The foregoing certificate of Sandra Blanton
and John Reinhardt

Notaries Public of Lincoln County, State of North Carolina, are certified to be correct. This instrument was presented for registration this 15th day of January, 1973, at 10:11 o'clock A. M., and duly recorded in the office of the Register of Deeds of Gaston County, North Carolina, in Book 1104, at Page 310.

This 15th day of January, 1973.
Gloria B. Musard By Joyce B. Moore
Register of Deeds, Gaston County, N.C. Assistant/Deputy

State of North Carolina



Department
of the
Secretary of State

JAN 6 11 42 AM '77
GLORIA J. MUSARD
REGISTER OF DEEDS
TAMPA CO., N.C.

To all to whom these presents shall come, Greeting:

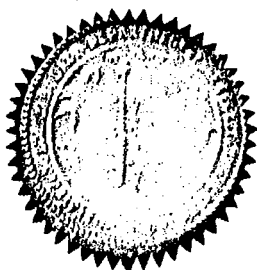
I, Thad Eure, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached (5 sheets) to be a true copy of

ARTICLES OF MERGER OF
HARBOR KNITS, INC. into
KNITRONIC KNITTING MILLS, INC.

and the probates thereon, the original of which was filed in this office on the 30th day of December, 1976, after having been found to conform to law.

In Witness Whereof, I have hereunto set my hand and affixed my official seal.

Done in Office, at Raleigh, this 30th day of December in the year of our Lord 1976.



[Signature]
Secretary of State
By *[Signature]*
Deputy Secretary of State

FILED

382

DEC 30 3 18 PM '76

220159

THAD EURE
SECRETARY OF STATE
NORTH CAROLINA

ARTICLES OF MERGER

OF

HARBOR KNITS, INC.

AND

KNITRONIC KNITTING MILLS, INC.

1. The Plan of Merger is as follows:

PLAN OF MERGER

1. The name of the corporation proposing to merge is Knitronic Knitting Mills, Inc. (hereinafter referred to as "Knitronic") and the name of the corporation into which it proposes to merge is Harbor Knits, Inc. (hereinafter referred to as "Harbor").
2. The name of the surviving corporation is to be "Knitronic, Inc." and it shall continue to exist under and be governed by the laws of the State of North Carolina.
3. The terms and conditions of this Merger are:
 - (a) All of the assets of Knitronic shall, by transfer or operation of law, become the property of Harbor.
 - (b) Harbor shall assume all liabilities and obligations of every character and kind of Knitronic.
 - (c) The corporate identity, existence, purposes, powers, franchises, rights and immunities of Harbor shall continue unaffected and unimpaired by the merger and the corporate identity, existence, purposes, powers, franchises, rights and immunities of Knitronic shall be merged into Harbor and Harbor shall be fully vested therewith. The separate existence of Knitronic, except insofar as it may be continued by statute, shall cease as soon as this Plan shall become effective and thereupon Harbor and Knitronic shall become a single corporation.
 - (d) This Plan of Merger shall be submitted to a vote at meetings of the shareholders of Harbor and Knitronic after due notice as by law required and subject to approval as by statute required.
 - (e) The Board of Directors of either Harbor or Knitronic before or after favorable action thereby by the Stockholders of either of such corporations are empowered to rescind, terminate and abandon this Plan of Merger at any time prior to the filing of Articles of Merger with the Secretary of State of North Carolina.
 - (f) (i) Harbor represents and warrants that with respect to itself:
 - (a) It is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina.
 - (b) Its entire authorized capital stock is 100,000 shares of common stock of the par value of \$1.00 each, of which 200 shares are outstanding.

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(ii) Knitronic represents and warrants that with respect to itself:

- (a) It is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina.
- (b) Its entire authorized capital stock is 170,000 shares of common stock of the par value of \$1.00 each, of which 65,000 shares are outstanding, all of such issued shares having been validly issued, fully paid and non-assessable.

(g) Harbor and Knitronic severally represents and warrants that with respect to itself:

- (i) It has good and marketable title to all its properties and assets, real and personal.
- (ii) There is no litigation or proceeding pending, nor to the knowledge of the respective corporations, threatened, relating to or against said corporation, its property or business, nor does said corporation know or have any reasonable grounds to know of any basis of any such action.

4. Knitronic being a wholly owned subsidiary of Harbor, no additional stock shall be issued by Harbor as a result of the merger. The certificate or certificates representing the outstanding shares of Knitronic shall be surrendered to Harbor.

5. The charter of Harbor shall be amended by the merger as follows:

Article 1 of the Articles of Incorporation is hereby deleted and in its place there is substituted the following Article I:

"1. The name of the corporation is Knitronic, Inc."

6. The shareholders respectively of Harbor and Knitronic, each by their vote of approval of this Plan of Merger do hereby agree that no liability shall attach to any of said shareholders personally by reason of any liabilities not reserved against on the aforementioned balance sheets and any such liabilities shall be the sole obligation of Harbor.

2. As to each corporation, the number of shares of common stock outstanding (there being only one class of shares outstanding in each corporation) and the number of shares of common stock of each corporation voting for and against the Plan of Merger are as follows:

Name of Corporation	Shares Outstanding	Number of Shares	
		For	Against
Harbor Knits, Inc.	200	200	0
Knitronic Knitting Mills, Inc.	65,000	65,000	0

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be executed by their respective President and Secretaries and their corporate seals affixed.

ATTEST:

Robert E. Collins
Robert E. Collins, Secretary
(CORPORATE SEAL)

HARBOR KNITS, INC.

BY: Howard J. Barrowclough
Howard J. Barrowclough, President

ATTEST:

Robert E. Collins
Robert E. Collins, Secretary
(CORPORATE SEAL)

KNITRONIC KNITTING MILLS, INC.

BY: Howard J. Barrowclough
Howard J. Barrowclough, President

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STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Before me, Creola Hansen, a Notary Public in and for said County and State, on the 27 day of December, 1976, personally appeared Howard J. Barrowclough, President, and Robert E. Collins, Secretary of Harbor Knits, Inc., who, being duly sworn, depose and say that the foregoing Articles of Merger were signed by Howard J. Barrowclough, as President, and Robert E. Collins, as Secretary of the foregoing corporation; that said Robert E. Collins, as Secretary, affixed the seal of the corporation thereunto and attested the same; that the statements in said Articles of Merger are true; and that they were duly authorized to sign said Articles of Merger in such representative capacities by the Board of Directors of the corporation.

Creola Hansen

Notary Public

My commission expires: 1-22-81

(NOTARIAL SEAL)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Before me, Creola Hansen, a Notary Public in and for said County and State, on the 27 day of December, 1976, personally appeared Howard J. Barrowclough, President and Robert E. Collins, Secretary of Knitronic Knitting Mills, Inc., who, being duly sworn, depose and say that the foregoing Articles of Merger were signed by Howard J. Barrowclough, as President, and Robert E. Collins, as Secretary of the foregoing corporation; that said Robert E. Collins, as Secretary, affixed the seal of the corporation thereunto and attested the same; that the statements in said Articles of Merger are true; and that they were duly authorized to sign said Articles of Merger in such representative capacities by the Board of Directors of the corporation.

Creola Hansen

Notary Public

My commission expires: 1-22-81

(NOTARIAL SEAL)

Drawn By
Filed to: Mullen, Johnston, Hayler & Wilson
913 Law Bldg
Charlotte, N.C. 28202

Filed for registration at 11:42 o'clock A. M.
on the 6th day of January, 1977
and Recorded and Verified in the office of the Register
of Deeds of Gaston County, N. C.

In Book 30 Page 381This 6th day of January, 1977William B. Richard

Register of Deeds

By: Joyce B. Moore, Clerk

MEMORANDUM OF LEASE

THIS INDENTURE, made as of December 17, 1979, by and between LEMAG, INC., a North Carolina corporation with offices c/o Carolina Freight Carriers Corporation, North Carolina Highway 150 East, Cherryville, North Carolina 28021 ("Lemag"); and TRAVIS KNITS, INC., a New York corporation with an office at 200 Madison Avenue, New York, New York 10016 ("Travis").

Lemag, as landlord, and Travis, as tenant, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration to Lemag in hand paid by Travis, and of the terms, covenants, and conditions on the part of Lemag and Travis that are mentioned, have modified that certain Lease and Contract to Construct dated as of the 18th day of December, 1972 (the "Lease") covering premises and that certain lot or parcel of land with the buildings and improvements thereon situated in the Town of Cherryville, County of Gaston, State of North Carolina, and more particularly designated and described as follows, to-wit:

located, lying and being in the City of Cherryville, Cherryville Township, County and State aforesaid, bounded now or formerly on the North by West Academy Street Extension (40 feet in width); on the East by William Lester Self Andrews, on the South by Carroll lands, and on the West by Jakbee, Inc., more particularly described according to survey and plat of Hoke S. Heavenr, Registered Surveyor, dated November 3, 1970 as follows:

BEGINNING at an iron stake in Carroll line, control corner and southeast corner of Jakbee, Inc., and runs thence with common line of Carroll and William Lester Self Andrews North 77 degrees 40 minutes East 975.0 feet to an iron stake, a new corner with William Lester Self Andrews; thence a new line North 18 degrees West 518.0 feet, more or less, to an iron pin in the southern margin of West Academy Street Extension, a new corner with William Lester Self Andrews; thence with the southern margin of West Academy Street Extension South 71 degrees West 975.0 feet to an iron pin, northeast corner of Jakbee, Inc.; thence with eastern line of Jakbee, Inc. South 19 degrees East 378.0 feet to the Beginning, containing 10.0 acres, more or less, the same being a part of and carved from the William Lester Self lands, (the "demised premises"), by Modification of Lease dated December 17, 1979 (the "Modification").

RECORDING FEE 7.00

(24)

return:

Jones; Jones,

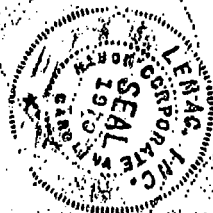
Box 38, Lincolnton N.C. 28092

Except as therein specifically provided, all of the terms, covenants, and conditions of the Lease remain in full force and effect, unchanged and unmodified.

To have and to hold the demised premises for all the rest of the term, and the renewal term (if any), and upon the rents, terms, covenants and conditions in the Lease, as modified by the Modification, between the parties hereto.

LEMAG, INC.

By: John L. Traley



ATTEST:

Salmer E. Hufstader
SECRETARY

TRAVIS KNITS, INC.

By: Paul Soren V.P.

ATTEST:

Herbert M. Gottschalk

HERBERT M. GOTTSCHALK
NOTARY PUBLIC, State of New York
No. 30-681150
Qualified in Nassau County
Term Expires March 30, 1960

(see seal next page)

STATE OF NEW YORK
COUNTY OF NEW YORK

I, HERBERT M. GOTTSCHALL, a Notary Public, do hereby certify that Howard Soren personally appeared before me this day and acknowledged that he is Vice President of TRAVIS KNITS, INC., and that by authority duly given and as the act of said corporation, the foregoing instrument was signed in its name by its VICE PRESIDENT, sealed with its corporate seal, and attested by h~~is~~ self as its VICE PRESIDENT.

WITNESS my hand and notarial seal, this the 4th day of JAN, 1980.

Herbert M. Gottschall
Notary Public

My Commission Expires:
HERBERT M. GOTTSCHALL
NOTARY PUBLIC, State of New York
No. 30-6611350
Qualified in New York County
Term Expires March 30, 1982

STATE OF NORTH CAROLINA
Gaston
COUNTY OF MECKLENBURG

I, Sandra B. Dismukes, a Notary Public, do hereby certify that Palmer E. Wutzelien personally appeared before me this day and acknowledged that he is Secretary of LEMAG, INC., and that by authority duly given and as the act of said corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

WITNESS my hand and notarial seal, this 14th day of January, 1980.

Sandra B. Dismukes
Notary Public

My Commission Expires:

September 9, 1984

NORTH CAROLINA
GASTON COUNTY

The foregoing certificates of _____

Herbert M. Gottschalck, Notary
Public of Nassau County, N. Y.
and Sandra B. Desmukes, Notary
Public of Gaston County, N. C.

are certified to be correct. This instrument was presented for re-
gistration this 20 day of February, 1980, at 1:26
P.M., and duly recorded in the office of the Register of Deeds
of Gaston County, North Carolina, in Book 1322, Page 508.

This 20 day of February, 1980

Gloria B. Musard
REGISTER OF DEEDS

By: Anne H. Brown
ASSISTANT/DEPUTY

1386 PAGE 440

GASTON COUNTY

064345

STATE OF NORTH CAROLINA



Real Estate Excise Tax

660.50

GLORIA B. HUFFARD
REGISTER OF DEEDS
GASTON CO., N.C.

Filed for registration at 12:07 o'clock P. M.
on the 15th day of December 1981
and Recorded and Verified in the office of the Register
of Deeds of Gaston County, N. C.

In Book 1386 Page 440

This 15th day of December 1981

Gloria B. Huffard
Register of Deeds

Excise Tax

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____
Verified by _____ County on the _____ day of _____, 19____
by _____

Mail after recording to JONAS & JONAS, Box 38, LINCOLNTON, NC 28092

This instrument was prepared by Palmer E. Huffstatler, Attorney at Law, Cherryville, N.C. 28021

Brief description for the index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 15th day of December, 1981, by and between

GRANTOR

GRANTEE

LEMAG, INC.
P. O. Box 248
Cherryville, North Carolina 28021

MOHICAN MILLS, INC.
P. O. Box 190
Lincolnton, North Carolina 28092

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Cherryville, Cherryville Township, Gaston County, North Carolina and more particularly described as follows:

Located and lying and being in the City of Cherryville, Cherryville Township, County and State aforesaid bounded now or formerly on the North by West Academy Street, on the East by Clara S. Andrews, on the South by Carroll lands and on the West by Jakbee, Inc., more particularly described according to survey and plat prepared by Roy C. Turner, Registered Surveyor, dated November 25, 1981, as follows:

BEGINNING at an iron stake in the Carroll line, said iron stake marking the Southeast corner of the property herein described, and runs thence with the property line of Clara S. Andrews North 18 degrees 00 minutes West 518.0 feet to a new iron pipe in the South right of way line of West Academy Street; thence along the South right of way line of West Academy Street South 70 degrees 34 minutes West 975 feet to an iron stake in the East line of Jakbee; thence with the line of Jakbee South 19 degrees 26 minutes East 378 feet to an iron pipe in the Carroll line; thence with the Carroll line North 78 degrees 50 minutes East 972.15 feet to the point and place of BEGINNING.

RECORDING FEE 660.50 RECORDING FEE 6.50

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1044, Page 878 in the Public Registry of Gaston County, North Carolina.

A map showing the above-described property is recorded in Plat Book _____ page _____.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

LEMAG, INC.

By: *John L. Traley*
President

ATTEST: *Palmer E. Huffstiller*
Secretary (Corporate Seal)

SEAL-STAMP

NORTH CAROLINA, Gaston County.

I, a Notary Public of the County and State aforesaid, certify that _____ Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____ 19____.

My commission expires: _____ Notary Public

SEAL-STAMP

NORTH CAROLINA, Gaston County.

I, a Notary Public of the County and State aforesaid, certify that *Palmer E. Huffstiller* Secretary of *LEMAG, Inc.* personally came before me this day and acknowledged that he is _____ a North Carolina corporation, and that by authority duly given and in the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by *him* as its Secretary. Witness my hand and official stamp or seal, this 15th day of December, 1981.

My commission expires: 9-9-84 *Sandra B. Drumheller* Notary Public

The foregoing Certificate(s) of *Sandra B. Drumheller, Notary Public of Gaston County, N.C.*

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Blair A. Byars

REGISTER OF DEEDS FOR

Gaston

COUNTY

Deputy Notary - Register of Deeds



State of North Carolina

Department
of the
Secretary of State

To all to whom these presents shall come, Greeting:

I, Thad Eure, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached (2 sheets) to be a true copy of

ARTICLES OF INCORPORATION

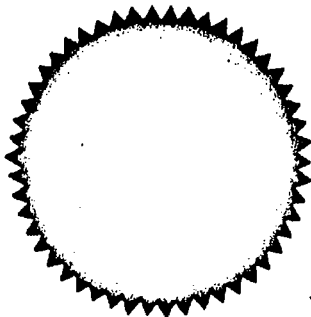
OF

LEMAG, INC.

and the probates thereon, the original of which was filed in this office on the 22nd day of January, 1982, after having been found to conform to law.

In Witness Whereof, I have hereunto set my hand and affixed my official seal.

Done in Office, at Raleigh, this 22nd day of January in the year of our Lord 1982.



[Signature]
Secretary of State

[Signature]
By
Deputy Secretary of State

RECORDING FEE 7.00

Book: 40 Page: 50 Seq: 1

FILED

JAN 24 11:59 AM '82

THAD EURE
SECRETARY OF STATE
NORTH CAROLINAARTICLES OF DISSOLUTION
BY ACTION OF DIRECTORS AND SHAREHOLDERS
OF LEMAG, INC.

The undersigned Corporation hereby executed these Articles of Dissolution for the purpose of dissolving pursuant to action by its directors and shareholders:

1. The name of the Corporation is Lemag, Inc.
2. The address of the registered office of the Corporation is P. O. Box 248, Cherryville, Gaston County, North Carolina 28021.
3. The names and respective addresses of all the officers and directors of the Corporation are:

Name	Title	Address
C. G. Beam	Vice President & Director	Sunbeam Farm Road Cherryville, N.C.
Lena Sue Beam	Director	Sunbeam Farm Road Cherryville, N.C.
John L. Fraley	President & Director	404 Farris Drive Cherryville, N.C.
Margaret S. Fraley	Director	404 Farris Drive Cherryville, N.C.
Palmer E. Huffstetler	Secretary	Roy Eaker Road Cherryville, N.C.

4. The following resolution authorizing the dissolution of the Corporation was duly adopted by its shareholders on the 22nd day of October, 1981:

RESOLVED, that Lemag, Inc. be liquidated pursuant to the following plan of complete liquidation:

1. Plan of Liquidation. This Plan is intended to accomplish the complete liquidation of Lemag, Inc., a North Carolina corporation, hereinafter called Lemag, through the distribution by it of all of its assets in complete liquidation in accordance with Section 337 of the Internal Revenue Code of 1954. Such liquidation shall be accomplished in the manner stated in this Plan.

2. Approval. The Plan shall be considered adopted by Lemag as of October 22, 1981.

3. Authorization of Terms of Sale. The Board of Directors shall seek to accomplish the liquidation of Lemag by a sale of all of its properties and assets of every description, real and personal, for such consideration and upon such terms and conditions as may be determined to be in the best interest of Lemag and its stockholders. The proposed terms and conditions of any such sale shall be submitted to a vote of the stockholders, and no agreement for such sale shall be executed or delivered on behalf of Lemag until such sale and the terms and conditions thereof have been authorized by the affirmative vote of all of the holders of the outstanding shares of stock of Lemag.

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5. At the time the foregoing resolution is adopted, the total number of shares outstanding was 200. Shares of the class designated as follows were entitled to vote on such resolution as a class:

Class	Number of Shares Outstanding
Common, Par Value \$1.00	200

6. The total number of shares voted for the resolution was 200; and the total number of shares voted against the resolution was none.

IN WITNESS WHEREOF, these Articles are signed by the President and Secretary of the Corporation this 18th day of January, 1982.

LEMAG, INC.

By: John L. Fraley
President

By: Palmer E. Huffstetter
Secretary

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Sandra B. Disenker, a Notary Public, hereby certify that on this 18th day of January, 1982 personally appeared before me John L. Fraley and Palmer E. Huffstetter, each of whom being by me first duly sworn, declared that he signed the foregoing document in the capacity indicated, that he was authorized so to sign, and that the statements therein contained are true.

Sandra B. Disenker
Notary Public

My Commission Expires:

September 9, 1984

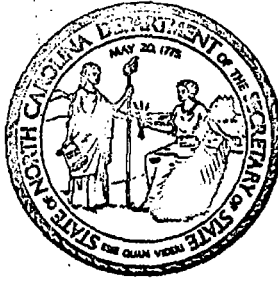
Filed for registration at 10:32 o'clock A.M.
on the 5th day of January, 1982
and Recorded and Verified in the office of the Register
of Deeds of Gaston County, N. C.

In Book 40 Page 50
This 5th day of January, 1982
Alvin B. Muehl
Register of Deeds

By: Layne B. Moore, Assistant

Haw

State of North Carolina



Department
of the
Secretary of State

To all to whom these presents shall come, Greeting:

I, Thad Eure, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached (1 sheets) to be a true copy of

CERTIFICATE OF COMPLETED LIQUIDATION

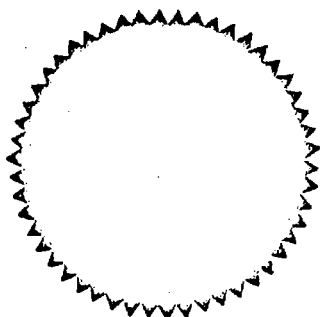
OF

LEMAG, INC.

and the probates thereon, the original of which was filed in this office on the 28th day of October 19 82, after having been found to conform to law.

In Witness Whereof, I have hereunto set my hand and affixed my official seal.

Done in Office, at Raleigh, this 28th day of October in the year of our Lord 19 82.



[Signature]
Secretary of State
[Signature]
Deputy Secretary of State

388

FILED

Oct 20 3 09 PM '82

THAD EURE
SECRETARY OF STATE
NORTH CAROLINA

CERTIFICATE OF COMPLETED LIQUIDATION

OF

LEMAG, INC.

(NAME OF CORPORATION)

1. The name of the corporation is LEMAG, INC.
2. Articles of Dissolution have heretofore been filed in the office of the Secretary of State of the State of North Carolina on the 22nd day of January, A. D. 19 82, and the dissolution thereby effected has not been revoked.
3. Notice of the dissolution has been given to each known creditor of the corporation and duly published in accordance with the requirements of Section 55-119 (a) of the General Statutes of North Carolina.
4. All liabilities of the corporation have been paid and discharged, or adequate provision has been made therefor.
5. The remaining property and assets of the corporation have been distributed among its shareholders in accordance with their respective rights and interest.

IN TESTIMONY WHEREOF, this statement is signed by the _____ President and _____ Secretary of the corporation, this the 19th day of March, A. D. 19 82.

Filed for registration at 12:39 o'clock P. M.
on the 10th day of November, 19 82
and Recorded and Verified in the office of the Register
of Deeds of Gaston County, N. C.

In Book 41 Page 387

This 10th day of November, 19 82

Blair B. Musard,

Register of Deeds

STATE OF NORTH CAROLINA

COUNTY OF GASTON

By

John L. Fraley
President

Palmer E. Huffstetler
Secretary

Kim C. Saltsman, Deputy

JOHN L. FRALEY

PALMER E. HUFFSTETLER

and _____, being
the _____ President and _____ Secretary respectively of the above-named corporation, each being duly
sworn, depose and says that the facts stated in the foregoing Certificate of Completed Liquidation are true and
correct.

John L. Fraley
Palmer E. Huffstetler

Sworn to and subscribed before me this 19th day of March, A. D. 19 82

CLORIA B. MUSARD
REGISTER OF DEEDS
GASTON CO. N.C.

NOV 10 12 39 PM '82

Sandra B. Diann
Notary Public

My Commission Expires 9-9-84

GASTON COUNTY

SEP 26 91

56.00

TRAM 5

Real Estate
Excise Tax

2129 PAGE 530

TIME 11:34
BOOK 2129
PAGE 530
FILED 9-26-91DEED 8.00
REVENUE 56.00
TOTAL 64.00
CASH 64.00
CHANGE 0.00Recording Time, Book and Page
07/26/91 04 11:34 0001 0040Tax Lot No. Parcel Identifier No.
Verified by County on the day of 19
by

Mail after recording to

PREPARED BY:
EUGENE D. GRIGG
ATTORNEY AT LAW
704 EAST MAIN STREET
CHERRYVILLE, NC 28021

This instrument was prepared by

Brief description for the index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 4TH day of SEPTEMBER, 1991, by and between

GRANTOR

GRANTEE

WILLIAM LESTER SELF ANDREWS AND WIFE,
MARJORIE H. ANDREWSTRAVIS KNITS, INC.
1515 W. ACADEMY ST.
CHERRYVILLE, NC 28021

RECORDING FEE

REVENUE

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of CHERRYVILLE, CHERRYVILLE Township, GASTON County, North Carolina and more particularly described as follows:

Bounded now or formerly on the North by W. Academy Street; on the East by Lester Street; on the South by Henry; and on the West by other lands of Travis Knits, Inc., and more particularly described in accordance with an unrecorded plat and survey made thereof by W. Bradley Freeman, Registered Surveyor, dated August 14, 1991 as follows:

BEGINNING at an iron pin located in the southern margin of the right-of-way for W. Academy Street, the same being located at the most northeasterly corner of the Mohican Mills, Inc. (now Travis Knits, Inc.) property as described in Deed Book 1386, at Page 440 of the Gaston County Registry, and running thence from said point of beginning with the southern margin of the right-of-way for W. Academy Street N 68-45-43 E 396.16 feet to an iron pin located at the point where the southern margin of W. Academy Street intersects with the western margin of Lester Street; thence with the western margin of Lester Street S 12-58-00 E 571.90 feet to an iron stake located in the northern boundary line of the Henry property; thence with the northern boundary line of the Henry property S 77-00-00 W 341.29 feet to an iron stake located at the most southeasterly corner of the Mohican Mills (now Travis Knits, Inc.) property; thence with the eastern boundary line of said property N 18-35-36 W 517.60 feet to the point of beginning, containing 4.592 acres, more or less, as shown upon the aforesaid survey, intended to abut on a line contiguous to the eastern boundary line of the said Mohican Mills, Inc. (now Travis Knits, Inc.) property.

For title reference see Deed Book 1044 at Page 877 of the Gaston County Registry.

N. C. Bar Assoc. Form No. J © 1976, Revised © 1977 - Jones & Morris & Co., Inc., Box 127, Yorkville, N. C. 27055
Printed by Agreement with the N. C. Bar Assoc. - 1981

Book: 2129 Page: 530 Sec: 1

The property hereinabove described was acquired by Grantor by instrument recorded in

A map showing the above described property is recorded in Plat Book page.....

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple;

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

By:

President

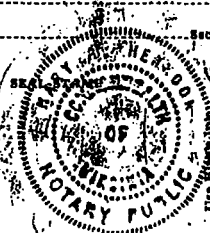
ATTEST:

Secretary (Corporate Seal)

USE BLACK INK ONLY

WILLIAM LESTER SELF ANDREWS

MARJORIE H. ANDREWS



VIRGINIA, Albemarle County

I, a Notary Public of the County and State aforesaid, certify that

WILLIAM LESTER SELF ANDREWS & MARJORIE H. ANDREWS

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 9th day of September, 1991.

My commission expires April 19, 1992 Mary R. Herndon Notary Public

SEAL-STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that

personally came before me this day and acknowledged that he is Secretary of

..... a North Carolina corporation, and that by authority duly

given and as the act of the corporation, the foregoing instrument was signed in its name by its

President, sealed with its corporate seal and attested by as its Secretary.

Witness my hand and official stamp or seal, this day of 19.....

My commission expires: Notary Public

The foregoing Certificate of Mary R. Herndon, a Notary Public of Virginia.

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Alice P. Brown REGISTER OF DEEDS FOR Gaston COUNTY

By Gene J. Robertson Deputy/Assistant - Register of Deeds

2129 PAGE 532

TIME 11:34
 BOOK 2129
 PAGE 532
 FILED 9-26-91

Deed
 DEED 8.00
 TOTAL 8.00
 CASH 8.00
 CHANGE 0.00

09/26/91 04 11:34 0001 0041

Excise Tax

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____
 Verified by _____ County on the _____ day of _____, 19____
 by _____

Mall after recording to _____
 This instrument was prepared by _____
 Brief description for the index _____

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 4th day of September, 1991, by and between

GRANTOR

GRANTEE

MOHICAN MILLS, INC.

TRAVIS KNITS, INC.
 1515 W. ACADEMY ST.
 CHERRYVILLE, NC 28021

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of CHERRYVILLE CHERRYVILLE Township,

GASTON County, North Carolina and more particularly described as follows:

Bounded now or formerly on the North by West Academy Street; on the East by Lester Andrews; on the South by Carroll and H.S.T. Properties; and on the West by Jakbee, Inc., and more particularly described in accordance with an unrecorded plat and survey made thereof by W. Bradley Freeman, Registered Surveyor, dated August 14, 1991 as follows:

BEGINNING at an iron stake located at the most northeasterly corner of the Jakbee, Inc. property, the same being located in the southern margin of the right-of-way for West Academy Street, and running thence from said point of beginning with the southern margin of the right-of-way for West Academy Street N 69-22-09 E 975.00 feet to an iron stake; thence with the western boundary line of the Andrews property S 18-35-36 E 517.60 feet to an iron stake; thence with the northern boundary line of the H.S.T. and Carroll property S 77-00-00 W 975.00 feet to an iron stake located at the most southeasterly corner of the Jakbee property; thence with the eastern boundary line of the Jakbee property N 19-11-17 W 387.93 feet to the point of beginning, containing 10.105 acres, more or less, as shown upon the aforesaid survey. Intended to be the same premises conveyed to the Grantor by deed recorded in Deed Book 1386 at Page 440 of the Gaston County Registry.

For title reference see Deed Book 1386 at Page 440 of the Gaston County Registry.

The drafter of this document has not performed a title examination nor has he assisted with closing, if any, in reference to this transfer.

N. C. Bar Assoc. Form No. 1 & 1976, Revised © 1977 - James Williams & Co., Inc., Box 127, Yorkville, N. C. 27956
 Printed by Agreement with the N. C. Bar Assoc. - 1981

RECORDING FEE

No Rec.

BOOK: 2129 Page: 532 Sec: 1

The property hereinabove described was acquired by Grantor by instrument recorded in

A map showing the above described property is recorded in Plat Book page

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

MOHICAN MILLS, INC.

(Corporate Name)

X By:

Howard Soren V.P.

Vice-President

ATTEST:

X

Secretary (Corporate Seal)

SEAL-STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this day of, 19.....

My commission expires: Notary Public

NEW YORK, NEW YORK County.

I, a Notary Public of the County and State aforesaid, certify that

personally came before me this day and acknowledged that help Vice-President of MOHICAN MILLS, INC. a Notary Public corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, seated with its corporate seal and attested by as its Secretary.

Witness my hand and official stamp or seal, this 22nd day of SEPTEMBER, 1921.

My commission expires: April 30, 1992 - Phyllis H. Ringer, Notary Public

The foregoing Certificate(s) of *Phyllis H. Ringer*, a Notary Public of New York.

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Alice B. Brown, REGISTER OF DEEDS FOR Dade County

By *Rene S. Robertson*, Deputy/Assistant - Register of Deeds

BK 2211 PG 218

\$ 150.00 -

GASTON COUNTY

SEP 29, 92

STATE OF
NORTH
CAROLINAReal Estate
Excise Tax

150.00 TRAM 5

 TIME 1:41 PM
 BOOK 2211
 PAGE 218
 FILED 9-29-92

 DEED 10.00
 REVENUE 150.00
 TOTAL 160.00
 CHECK 160.00
 CHANGE 0.00

Excise Tax \$150.00

Recording Time, Book and Page
09/29/92 08 13141 0001 0113
 Tax Lot No. _____ Parcel Identifier No. _____
 Verified by _____ County on the _____ day of _____, 19____
 by _____

 Mail after recording to EUGENE D. GRIGG, 704 E. MAIN ST., P.O. Box 206,
Cherryville, NC 28021
This instrument was prepared by Robinson, Bradshaw & Hinson, P.A. (R.B.H.)

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 29th day of September, 19 92, by and between

GRANTOR

 JAKBEE, INC.,
 a North Carolina corporation, with its
 principal office located in
 Cherryville, North Carolina

GRANTEE

 TRAVIS KNITS, INC.,
 a North Carolina corporation, with its
 principal office located in
 Cherryville, North Carolina

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

 WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby
 acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that
 certain lot or parcel of land situated in the City of _____ Township,

_____ Gaston _____ County, North Carolina and more particularly described as follows:

 See Exhibit A attached hereto and incorporated herein
 by reference.

 N.C. Bar Assoc. Form No. 3-D 1976, Revised 1977.
 Printed by Agreement with the N.C. Bar Assoc.-1981

 RECORDING FEE 10.00
 REVENUE 150.00

Exhibit A

BEGINNING at a new iron pin located in the southerly margin of the right-of-way of West Academy Street Extension, which iron pin is located along said margin of West Academy Street in an easterly direction a distance of 376.77 feet from a new iron pin located in the easterly margin of the right-of-way of Paul H. Beam Road, which iron pin at the BEGINNING point is also located S 69-32-38 W 235.23 feet from an existing iron pin located at the northwesterly corner of the property of Travis Knits, Inc. (now or formerly) as described in Deed recorded in Book 2129 at Page 532 of the Gaston County Public Registry; thence, from said point of BEGINNING and continuing with said margin of West Academy Street N 69-32-38 E 235.23 feet to an existing iron pin located in the northwesterly corner of the above-referenced property of Travis Knits, Inc.; thence, running with the westerly boundary of said Travis Knits, Inc. property S 19-00-00 E 382.83 feet to an existing iron pin; thence, running with the northerly boundary of the property of H. W. Carroll (now or formerly) as described in Deed recorded in Book 882 at Page 635 of the Gaston Public Registry S 76-44-29 W 235.23 feet to a new iron pin; thence, N 19-10-45 W 353.32 feet to the point and place of BEGINNING, containing 1.982 acres, more or less, all as shown on that survey dated September 4, 1992 and prepared by D. W. Dickson.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 948 at Page 595
of the Gaston Public Registry

A map showing the above described property is recorded in Plat Book _____ page _____

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

1. 1992 Gaston County ad valorem taxes.
2. The valid and enforceable easements, conditions and restrictions of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed, by authority of its Board of Directors, the day and year first above written.

JAKBER, INC. _____ (SEAL)
(Corporate Name)
By: James B. Beam _____ (SEAL)
President
Michael N. Beam _____ (SEAL)
Secretary (Corporate Seal)

SEAL STAMP

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
hand and official stamp or seal, this _____ day of _____, 19____.

My commission expires: _____ Notary Public

NORTH CAROLINA, Gaston County.

I, a Notary Public of the County and State aforesaid, certify that Michael N. Beam _____
personally came before me this day and acknowledged that _____ he is _____ Secretary of
JAKBER, INC., _____ a North Carolina corporation, and that by authority duly
given and as the act of the corporation, the foregoing instrument was signed in its name by its
President, sealed with its corporate seal and attested by _____ abjits _____ Secretary.
Witness my hand and official stamp or seal, this 29th day of September, 1992.

My commission expires: 11-02-92 Beverly S. Clawson Notary Public

The foregoing Certificate of Beverly S. Clawson

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Alice B. Brown REGISTER OF DEEDS FOR Gaston COUNTY
By Antony L. VanPelt Deputy/Assistant - Register of Deeds